Print Date 10/31/12

# Page 1 of 7

# **CONTRACT**



**WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609 (813) 876-1313

www.myfoxtampabay.com

And:

**American Rambler Productions Attention: Shelli Hutton** 138 Conant Street Beverly, MA 01915

	Contract / Revision	Alt Order #
	04083459 /	Political Candidate
Product		·
17 - Mitt Romney/Pres.		
Contract Dates	Estimate #	
10/31/12 - 11/06/12	17	
Advertiser		Original Date / Revision
Mitt Romney/USA/President/R		10/30/12 / 10/31/12
	D.II. O 1   D.III.	0 1 7 7

Billing Cycle	Billing Cale	<u>endar</u>	Cash/Trade
EOM/EOC	Broadcast		Cash
Station	Account Ex	xecutive	Sales Office
WTVT	Chris John	son	FSS Philadelphi
Special Hand	ling		
Demographic			
Households			
IDB#	A al a uti a a u	0-4-	Due di cet Ce de
IDB#	Advertiser	Code	Product Code
Agency Ref		Advertiser	Ref

Snots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Ra	te Type Spo	ts	Amount
1 13 10/31/12 11/02/12 Good Day 6a CDR	6a-7a	:30	NM	6	\$5,400.00
Week: Start Date Weekdays 11/04/12 Weekdays 5 Spots/Week 6	Rate \$900.00				
2 13 11/05/12 11/06/12 Good Day 6a CDR	6a-7a	:30	NM	4	\$3,600.00
Start Date Week:End Date 11/05/12Weekdays 11/11/12Weekdays MTSpots/Week 4	<u>Rate</u> \$900.00				
3 13 10/31/12 11/02/12 Good Day 7a	7a-8a	:30	NM	6	\$5,940.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         WTF         6	<u>Rate</u> \$990.00				
4 13 11/05/12 11/06/12 Good Day 7a	7a-8a	:30	NM	4	\$3,960.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         MT         4	Rate \$990.00				
5 13 10/31/12 11/02/12 Good Day 8a CDR	8a-9a	:30	NM	7	\$6,300.00
Week: 10/29/12 End Date Weekdays Spots/Week 7 11/04/12 WTF 7	<u>Rate</u> \$900.00				
6 13 11/05/12 11/06/12 Good Day 8a CDR	8a-9a	:30	NM	4	\$3,600.00
Week: 11/05/12 End Date Weekdays Spots/Week  Week: 4	<u>Rate</u> \$900.00				
7 13 11/05/12 11/06/12 Good Day 9a	9-10a	:30	NM	4	\$3,240.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         MT         4	<u>Rate</u> \$810.00				
8 13 10/31/12 11/02/12 Good Day 9a	9-10a	:30	NM	6	\$4,860.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         WFF         6	Rate \$810.00				
9 13 11/05/12 11/06/12 Live with Kelly	10a-11a	:30	NM	3	\$2,160.00
CDR			1		



# **WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609 (813) 876-1313

	Alt Order # Political Candidate
Product	Estimate #
17 - Mitt Romney/Pres.	17
	04083459 /

Advertiser	Original Date / Revision			
Mitt Romney/USA/Preside	10/30/12 / 10/31/12			

*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate	Type	C4-	
		Spots	Amount
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 11/05/12         11/11/12         MF         3         \$720.00			
10 13 10/31/12 11/02/12 Live with Kelly 10a-11a :30 CDR	NM	3	\$2,160.00
Start Date         End Date         Weekdays         Spots/Week         Rate           Week:         10/29/12         11/04/12         WTF         3         \$720.00			
11 13 11/05/12 11/05/12 Fox 13 News at Noon 12p-1p :30 CDR	NM	2	\$720.00
Start Date         End Date         Weekdays         Spots/Week         Rate           Week:         11/05/12         11/11/12         M         2         \$360.00			
SpotChDate RangeDescriptionStart/End TimeWeekdaysLengthRate	Type		
1 13 11/05/12-11/11/12 Fox 13 News at Noon 12p-1p M :30 \$360.00	NM		
See MG 11.3,11.4 2 13 11/05/12-11/11/12 Fox 13 News at Noon 12p-1p M:30 \$360.00	NM		
See MG 11.3,11.4 3 13 11/05/12-11/11/12 Fox 13 News at Noon 12p-1p M :30 \$360.00	NM		
	NM	ł	
⊕ MG for 11.2,11.1	INIVI		
12 13 10/31/12 11/02/12 Fox 13 News at Noon 12p-1p :30 CDR :30	NM	3	\$1,080.00
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 10/29/12         11/04/12         WTF         3         \$360.00			
13 13 11/05/12 11/05/12 Judge Judy 4p-5p :30	NM	2	\$1,800.00
CDR		_	*1,000100
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 11/05/12         11/11/12         M         2         \$900.00		İ	
14 13 10/31/12 11/02/12 Judge Judy 4p-5p :30	NM	4	\$3,600.00
CDR ::00			ψο,σσσ.σσ
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 10/29/12         11/04/12        WTF         4         \$900.00			
15 13 11/05/12 11/05/12 Fox 13 News at 5p 5p-530p :30	NM	2	\$2,160.00
CDR			
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 11/05/12         11/11/12         M         2         \$1,080.00			
Spot Ch         Date Range         Description         Start/End Time         Weekdays         Length         Rate	Туре	i	
1 13 11/05/12-11/11/12 Fox 13 News at 5p 5p-530p M :30 \$1,080.00	NM		
See MG 15.3,15.4       5p-530p       M       :30       \$1,080.00         2 13       11/05/12-11/11/12       Fox 13 News at 5p       5p-530p       M       :30       \$1,080.00	NM		
See MG 15.3,15.4 3 13 11/05/12-11/05/12 Fox 13 News at 5p 5p-530p M :30 \$1,080.00	NM		
(f) MG for 15.1,15.2 4 13 11/05/12-11/05/12 Fox 13 News at 5p 5p-530p M :30 \$1,080.00	NM		
⊕ MG for 15.1,15.2	INIVI		
16 13 10/31/12 11/02/12 Fox 13 News at 5p 5p-530p :30	NM	6	\$6,480.00
CDR <u>Start Date</u>			
			<b>A</b> O 100 0
17 13 10/31/12 11/02/12 Fox 13 News at 530p 530p-6p :30 CDR	NM	6	\$6,480.00
Week:         10/29/12         End Date 11/04/12         Weekdays - WTF         Spots/Week 6         Rate \$1,080.00			



# **WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609 (813) 876-1313

	Alt Order # Political Candidate
Product	Estimate #
17 - Mitt Romney/Pres.	17
	04083459 /

Original Date / Revision / 10/31/12 10/30/12

Advertiser Mitt Romney/USA/Preside

*Line   Ch   Start Date   End Date   Description   Start/End Time   Days   Length   Week   Rate   Type Spots   Amount
CDR   Start Date   End Date   Weekdays   Spots/Week   Rate   Start Date   Int/105/12   Int/11/12   M   2   \$1,080.00   Start   Start Date   End Date   Weekdays   Spots/Week   Rate   Start Date   Start Date   End Date   Weekdays   Spots/Week   Rate   Start Date   Start Date   End Date   Weekdays   Spots/Week   Rate   Start Date   Start
Start Date Week: 11/05/12         End Date Int/11/12         Weekdays M         Spots/Week \$1,080.00         Rate \$1,080.00         Start/End Time Weekdays Length M         Rate Type Start/End Time M         Weekdays M         Length M         Rate Type M         Type M         N/M           See MG 18.3, 18.4         2 13 11/05/12-11/11/12         Fox 13 News at 530p         530p-6p         M         :30 \$1,080.00         N/M           See MG 18.3, 18.4         3 13 11/05/12-11/05/12         Fox 13 News at 530p         530p-6p         M         :30 \$1,080.00         N/M           № MG for 18.2, 18.1         Fox 13 News at 530p         530p-6p         M         :30 \$1,080.00         N/M           № MG for 18.2, 18.1         Fox 13 News at 530p         530p-6p         M
Week:         11/05/12         11/11/12         M         2         \$1,080.00           Spot Ch         Date Range         Description         Start/End Time         Weekdays         Length         Rate         Type           1 13         11/05/12-11/11/12         Fox 13 News at 530p         530p-6p         M
1 13 11/05/12-11/11/12 Fox 13 News at 530p 530p-6p M
See MG 18.3,18.4   2 13
2 13
See MG 18.3, 18.4         3 13 11/05/12-11/05/12 Fox 13 News at 530p       530p-6p       M
4 13 11/05/12-11/05/12 Fox 13 News at 530p 530p-6p M :30 \$1,080.00 NM  MG for 18.2,18.1  19 13 10/31/12 11/02/12 Fox 13 News at 6p 6p-630p :30 NM 6 \$6,480.00  CDR  Start Date End Date Weekdays - Spots/Week
CDR         Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 10/29/12         11/04/12        WTF         6         \$1,080.00           20 13         11/05/12         11/05/12         Fox 13 News at 6p         6p-630p         :30         NM         2         \$2,160.00           CDR           Start Date         End Date         Weekdays         Spots/Week         Rate
Start Date   End Date   Weekdays   Spots/Week   Rate
Week:       10/29/12       11/04/12      WTF       6       \$1,080.00         20 13       11/05/12       11/05/12       Fox 13 News at 6p       6p-630p       :30       NM       2       \$2,160.00         CDR         Start Date       End Date       Weekdays       Spots/Week       Rate
CDR Start Date End Date Weekdays Spots/Week Rate
Start Date End Date Weekdays Spots/Week Rate
Start Date         End Date         Weekdays         Spots/Week         Rate           Week:         11/05/12         11/11/12         M         2         \$1,080.00
110010 11/00/12 11/11/12 11
Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type
1 13 11/05/12-11/11/12 Fox 13 News at 6p 6p-630p M :30 \$1,080.00 NM
See MG 20.3,20.4 2 13
See MG 20.3,20.4
3 13 11/05/12-11/05/12 Fox 13 News at 6p 6p-630p M :30 \$1,080.00 NM
⊕ MG for 20.2,20.1     4 13 11/05/12 11/05/12 Fox 13 News at 6p 6p-630p M :30 \$1,080.00 NM
⊕ MG for 20.2,20.1
21 13 11/05/12 11/05/12 Fox 13 News at 630p 630p-7p :30 NM 2 \$1,980.00
CDR Clark Pate - Ford Pate - Worldows - Conta World - Pate
Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 M 2 \$990.00
Spot Ch Date Range Description Start/End Time Weekdays Length Rate Type
1 13
See MG 21.3,21.4 2 13
See MG 21.3,21.4
3 13 11/05/12-11/05/12 Fox 13 News at 630p 630p-7p M :30 <del>\$990.00</del> NM
⊕ See MG 21.5,21.6     4 13 11/05/12 -11/05/12 Fox 13 News at 630p 630p-7p M :30 \$990.00 NM
⊕ See MG 21.5,21.6
5 13 11/05/12-11/05/12 Fox 13 News at 630p 630p-7p M :30 \$990.00 NM
⊕ MG for 21.3,21.4
22 13 10/31/12 11/02/12 Fox 13 News at 630p 630p-7p :30 NM 6 \$5,940.00
CDR Start Date End Date Weekdays Spots/Week Rate
<u>Start Date                                  </u>
23 13 10/31/12 11/02/12 Insider 730p-8p :30 NM 6 \$5,130.00
CDR



# **WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609 (813) 876-1313

	Contract / Revision	Alt Order #
	04083459 /	Political Candidate
0 1 10 1	D	le e · · ·
Contract Dates	<u>Product</u>	Estimate #
10/31/12 - 11/06/12	17 - Mitt Romney/Pres.	17

Advertiser Original Date / Revision / 10/31/12 10/30/12 Mitt Romney/USA/Preside

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	TypeS	Spots	Amount
Start Date   End Date   Weekdays   Spots/Week	<u>Rate</u> \$855.00	, ,	71	•	
24 13 11/05/12 11/05/12 Insider	730p-8p	:30	NM	2	\$1,710.00
CDR	, ,				, ,
Start Date         End Date         Weekdays         Spots/Week           Week:         11/105/12         11/11/12         M         2	<u>Rate</u> \$855.00				
25 13 10/31/12 11/02/12 Fox 13 Late News 10p	10p-1030p	:30	NM	6	\$13,500.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        WTF         6	<u>Rate</u> \$2,250.00				
26 13 11/05/12 11/05/12 Fox 13 Late News 10p	10p-1030p	:30	NM	2	\$6,300.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         M         2	Rate \$3,150.00				
27 13 10/31/12 11/02/12 Fox 13 Late News 1030p	1030p-11p	:30	NM	6	\$8,640.00
CDR Start Date Week: 10/29/12 End Date Under Date Weekdays WTF 6	<u>Rate</u> \$1,440.00				
28 13 11/05/12 11/05/12 Fox 13 Late News 1030p	1030p-11p	:30	NM	2	\$4,500.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         M         2	<u>Rate</u> \$2,250.00				
29 13 10/31/12 11/02/12 Fox 13 News Edge 11p CDR	11p-1135p	:30	NM	6	\$7,560.00
Week: 10/29/12 End Date Weekdays Spots/Week 6	<u>Rate</u> \$1,260.00				
30 13 11/05/12 11/05/12 Fox 13 News Edge 11p CDR	11p-1135p	:30	NM	2	\$3,600.00
Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         M         2	<u>Rate</u> \$1,800.00				
31 13 11/05/12 11/05/12 Bones CDR	8p-9p	:30	NM	1	\$6,300.00
Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         M         1	<u>Rate</u> \$6,300.00				
32 13 10/31/12 10/31/12 X Factor CDR	8p-10p	:30	NM	1	\$6,750.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         - W         1	<u>Rate</u> \$6,750.00				
33 13 11/01/12 11/01/12 Xfactor CDR	8p-10p	:30	NM	1	\$6,750.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        T         1	<u>Rate</u> \$6,750.00				
34 13 11/03/12 11/03/12 Good Day Sa 6a CDR	6a-7a	:30	NM	2	\$720.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S-         2	<u>Rate</u> \$360.00				
35 13 11/03/12 11/03/12 Good Day Sa 7a CDR	7a-8a	:30	NM	1	\$675.00
Week: 10/29/12 End Date Weekdays Spots/Week 11/04/12S- 1	<u>Rate</u> \$675.00				
36 13 11/03/12 11/03/12 Good Day Sa 8a CDR	8a-9a	:30	NM	2	\$1,350.00



# **WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609 (813) 876-1313

	Alt Order # Political Candidate
Product	Estimate #
17 - Mitt Romney/Pres.	17
	04083459 /

Advertiser Original Date / Revision / 10/31/12 10/30/12 Mitt Romney/USA/Preside

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	3pots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12        S-         2	Rate \$675.00				
37 13 11/03/12 11/03/12 College Football Daytime	Various	:30	NM	2	\$1,980.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S-         2	<u>Rate</u> \$990.00				
38 13 11/03/12 11/03/12 College Football Prime CDR	Various	:30	NM	2	\$4,500.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S-         2	<u>Rate</u> \$2,250.00				
E 39 13 11/03/12 11/03/12 M-Su 10p-1030p Late News CDR	10p-1030p	:30	NM	2	\$4,500.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12        S-         2	<u>Rate</u> \$2,250.00		_		
Spot         Ch         Date Range         Description           1         13         10/29/12-11/04/12         M-Su 10p-1030p Late News	Start/End Time 10p-1030p	<u>Weekdays</u> <u>Length</u> <u>Rate</u> Sa :30 <del>\$2,250.00</del>	<u>Type</u> <i>NM</i>		
See MG 39.3,39.4 2 13 10/29/12-11/04/12 M-Su 10p-1030p Late News See MG 39.3,39.4	s 10p-1030p	Sa :30 <del>\$2,250.00</del>	NM		
3 13 11/01/12-11/02/12 M-Su 10p-1030p Late News	s 10p-1030p	ThF :30 \$2,250.00	NM		
4 13 11/01/12-11/02/12 M-Su 10p-1030p Late News	s 10p-1030p	ThF :30 \$2,250.00	NM		
40 13 11/04/12 11/04/12 Good Day Su 6a-7a News	6a-7a	:30	NM	2	\$720.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S         2	<u>Rate</u> \$360.00				
41 13 11/04/12 11/04/12 Good Day Su 7a CDR	7a-8a	:30	NM	2	\$1,620.00
Week: 10/29/12 End Date Weekdays Spots/Week 2	<u>Rate</u> \$810.00				
42 13 11/04/12 11/04/12 Good Day Su 8a CDR	8a-9a	:30	NM	2	\$1,800.00
Start Date Week:End Date 10/29/12Weekdays 11/04/12Weekdays SSpots/Week 2	<u>Rate</u> \$900.00				
43 13 11/04/12 11/04/12 Fox News Sunday CDR	9a-10a	:30	NM	2	\$1,620.00
Start Date Week: 10/29/12End Date 11/04/12Weekdays SSpots/Week 2	Rate \$810.00				
44 13 11/04/12 11/04/12 NFL RS Pre Game Non Hor CDR	n Various	:30	NM	1	\$2,700.00
Start Date Week:End Date 10/29/12Weekdays 11/04/12Weekdays SSpots/Week 1	Rate \$2,700.00				
45 13 11/04/12 11/04/12 NFL RS Game Bucs CDR	Various	:30	NM	2	\$45,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S         2	<u>Rate</u> \$22,500.00				
46 13 11/01/12 11/01/12 X Factor CDR	8p-10p	:30	NM	1	\$6,750.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        T         1	<u>Rate</u> \$6,750.00				
47 13 11/04/12 11/04/12 M-Su 10p-1030p Late News CDR	10p-1030p	:30	NM	2	\$4,500.00



# **WTVT** 3213 West Kennedy Boulevard Tampa, FL 33609

	Contract / Revision	Alt Order #	
	04083459 /	Political Candidate	
Contract Dates	Product	Estimate #	
0/31/12 - 11/06/12	17 - Mitt Romney/Pres.	17	

(813) 876-1313

Advertiser Original Date / Revision 10/30/12 / 10/31/12 Mitt Romney/USA/Preside

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Туре	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        S         2	Rate \$2,250.00				
48 13 11/04/12 11/04/12 M-Su 1030-11p Late News CDR	1030p-11p	:30	NM	2	\$2,880.00
Start Date Week:End Date 11/029/12Weekdays 11/04/12Weekdays 	Rate \$1,440.00				
49 13 11/02/12 11/02/12 Fringe	9p-10p	:30	NM	1	\$2,700.00
CDR         Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12        F         1	Rate \$2,700.00				
50 13 11/02/12 11/02/12 Kitchen Nightmares	8p-9p	:30	NM	1	\$2,700.00
CDR Start Date End Date Week: 10/29/12 End Date 11/04/12 Weekdays Spots/Week	Rate \$2,700.00				
		Totals		154	\$239,715.00

Time Period	d	# of Spots	Gross Amount	Net Amount
10/29/12 -	11/06/12	154	\$239,715.00	\$203,757.75
Totals		154	\$239,715.00	\$203,757.75

Signature:	Date:
oigilatuic	Date:

## STANDARD CONDITIONS

#### 1. BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face here of. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month tollowing that in which the base coursed or such other date as may be specified in the involve. Time is specifiedly made at the essence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall be ar interest at the rate of ten percent (10%) per annum. If Station in stitutes any legal action to collect a delinguent account then Advertiser agrees to pay Station for all cost the reof.

## 2. LIA BILITY FOR PAYMENTS

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof, provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station

(a) Unless otherwise specified on the face here of, either party may terminate this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be effective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (1) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (iii) if Advertiser's or Agency's creditis, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder it on the date on which Station gives such notice of termination,

Agency had given notice of termination pursuant to Paragraph 3(a) hereoferfective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro-rata, or (II) the total which would be due to Station hereunder it on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 3 hereot. Except as expressly set for in the preceding sentence. Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, Habilities, costs or expenses of any kind or nature what soever.

If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather) force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control. Station talls to eshibit any or all of the announcements or programs to be eshibited hereunder. Station shall not be in breach here of but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later or program to be estimated hereunder, station what have the first program to be estimated hereunder and the made at a reasonably satisfactory substitute date and time in which case. Agency shall continue to pay all amounts due hereunder, and first such time is available the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The toregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, it for any reasons what to ever, including without limitation, events that are within 5 throadcast any or all of the announcements or programs to be broadcast hereunder. Station's control, Station fall be limited to the time charges allocable to the omitted broadcast or broadca sts.

## 5 PREEMPTIONS

s. Precime nows

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event that in its sole discretion, it deems to be of public interestor significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satistactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast

#### 6 FIXED RATE PURCHASES.

Notwiths tanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible ) rate, and it is so indicated on the face of this contract Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay the full charge (no credit or retund will be given) but Agency shall be accorded another announcement or a reasonably satts actory substitute date and time, at no additional charge therefor.

7. And EPROCECTON
Station reserves the right stany time(s) to change the rates, discounts or charges hereunder to conform to any rate card is sued after the date of this contract ("New Rate Card") provided that such changes will not be effective so as to increase the aggregate sums payable bereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card") and turther provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the estent that commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of add tonal broadcast time and not in cash) of any decrease in the aggregate sum spayable hereunder beginning as of the effective date of the New Rate Card.

## 8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be turnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials notices than 96 hours (exclusive of Saturdays, Sundays and holldays) in advance of broadcast. All materials turnished by Agency (I) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infinging or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

Any additional material furnished by \$ tation either at Agency's request or because \$ tation, in its sole discretion, has determined such additional material is necessary, shall be turnished at Agency's expense and shall be in addition to charges set forth on the face hereof. \$ tation's exercise of its right to retuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and \$ tation shall not be liable to Advertiser. If \$ tation shall fall to receive an acceptable announcement and/or program within the time provided for herein. Station may repeat any previously approved announcement and/or programs available to Station, or, if there are none, may telecast by audio

only the name or other identification or service to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days tollowing the last broadcast hereunder.

## 9. INDEMNIEKCATION

Agency will indeminify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys) fees and disbursements; that arise out of or result from the broadcast preparation for broadcast or contemplated broadcast of materials turnished by or on behalf of Agency or turnished by Station at Agency's request for use in connection with Agency's announcementor other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials turnished by Station. The indemnifier shall promptly notify and cooperate with the indemnifier with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. General
(a) Station will broadcast the announcements or programs covered by this contraction the dates and at the approximate hourly times provided on the face here of.
(b) if this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to devertiser except that in such case no commission will be allowed.
(c) Agency shall not a sign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter.

Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwiths tanding any other provision of this Agreement, any specification or order for the blecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment listed on the face here of shall be treated as a requestionly, and Station shall not be obligated to comply with such request. e jÄny ta ze s, whether tederal, sta te or local, including sales and use tazes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be

advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(1) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated or ally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to entorce any of the provisions hereof shall not be construed as a general relinquishment or walver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mall or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entited to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser of its product or services shall be permitted.

(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certites that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.